

AG Contract No. KR98 0928TRN
ADOT ECS File No. JPA 97-203
Project: F-065-1-536/H3167 01C
Section: SR-95, Central - Marina

AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
McCORMICK PROPERTIES

THIS AGREEMENT is entered into 2 July, 1998,
between the STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION (the "State") and McCormick
Properties, a General Partnership, acting by and through its
Managing Partner (the "McCormick").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The McCormick is empowered to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the McCormick.

3. Incident to a highway improvement project on SR-95 between Central and Marina now under construction by the State, the McCormick has requested the State to construct improvements beneficial to the McCormick and the State, including a Southbound right turn lane on SR-95 at Long Avenue, paving the median on Bullhead Parkway for future lanes, and the installation of conduit for electrical and traffic signal circuits, at a currently estimated cost of \$35,000.00, all at McCormick expense, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The McCormick will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction contractor pricing and construction of the Project. Incorporate State review comments.

b. Retain the right to cancel the Project prior to the award of a construction contract Project modification, in the event of excessive cost.

c. Within 30 days after receipt of an invoice, advance the State funds in the amount of \$35,000.00 as the current estimated cost of the Project. Be responsible for all reasonable direct actual costs associated with the Project, including construction engineering, and advance the State any additional funds as required to pay for the Project. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the McCormick.

d. Upon completion and acceptance of the Project by the State, be responsible for maintenance of the project outside the State right-of-way.

2. The State will:

a. Review the design documents and provide comments.

b. Invoice the McCormick in the amount of \$35,000.00 as the current estimated cost of the Project, and thereafter as necessary to pay the contractor for the reasonable direct actual cost of the Project, plus an estimated ten percent (10%) construction engineering.

c. By change order to the existing State construction contract, accomplish construction of the Project. Upon completion, approve and accept the Project as complete and provide maintenance within the State right-of-way.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payments, provided; however, that this agreement may be cancelled at any time prior to the award of a construction contract modification, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards conflicts of interest on behalf of state employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

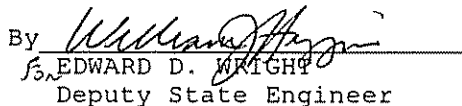
McCormick Development, Inc.
1975 Highway 95
Bullhead City, AZ 86442

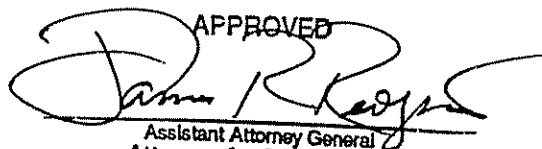
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

MCCORMICK DEVELOPMENT, INC.

STATE OF ARIZONA
Department of Transportation

By 
JOHN L. MCCORMICK, III
Managing Partner

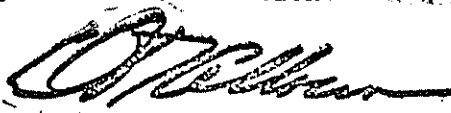
By 
EDWARD D. WRIGHT
Deputy State Engineer

APPROVED

Assistant Attorney General
Attorney for Department
of Transportation
Date 7/2/98

RESOLUTION

BE IT RESOLVED on this 20th day of May 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with McCormick Properties for the purpose of defining responsibilities for constructing improvements on SR-95.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

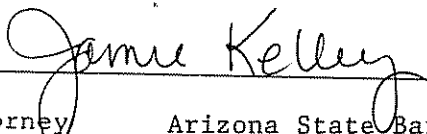
A handwritten signature in dark ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, Manager
Engineering Technical Group
for Mary E. Peters, Director

APPROVAL OF
THE McCORMICK PROPERTIES ATTORNEY

I have reviewed the above referenced proposed ~~intergovernmental~~ agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the McCORMICK PROPERTIES, a General Partnership, and declare this agreement to be in proper form and within the powers and authority granted to the Partnership under the laws of the State of Arizona.

DATED this 18th day of June, 1998.



Attorney Arizona State Bar No. 010900